

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

MRS. UNITED STATES NATIONAL PAGEANT, INC.,

Plaintiff,

vs.

**DECLARATION OF
WILLIAM MELLON**

Case No. 6:18-cv-06587

STEPHANIE L. WILLIAMS, CROWN GARLAND LLC, and
COSMOS INTERNATIONAL PAGEANTS, INC.

Defendants.

STEPHANIE L. WILLIAMS, CROWN GARLAND LLC, and COSMOS
INTERNATIONAL PAGEANTS, INC.,

Third-Party Plaintiffs,

v.

ANTHONY ILACQUA,

Third-Party Defendant.

1. I have worked with Plaintiff, Mrs. United States Mrs. United States National Pageant, Inc. ("Mrs. USNP") from 2018 to the present, initially in the role of providing contract management services, and currently to assist with operations. As such I am personally familiar with the facts set forth herein. This Declaration is submitted in support of Mrs. USNP's Motion for Summary Judgment.

2. On July 7, 2018, I sent an email to Mrs. USNP's State Directors who had not yet re-signed with Mrs. USNP for the 2018-2019 pageant season requesting, among other items: titleholder rolls; contestant rolls; assignment of all websites and social media associated

with Mrs. USNP; sponsor information; and the return of other documents or materials provided by Mrs. USNP and/or Crown Garland. A true and accurate copy of the email that I sent to those state directors is attached hereto as **Exhibit H**.

3. The following state directors included as recipients in my email above failed to return any of the requested information or materials: Teri Brown-Walker (Maryland, District of Columbia, Delaware), Tina Chisholm (Florida), Kim and Augi Tulba (Hawaii), Jillian Spano (New York and New Jersey), Sharron McInnes and Renee Austin (North Carolina and South Carolina), Summer Blalock (Tennessee and West Virginia), and Melissa Sullivan (Texas) (the “Defaulting State Directors”).

Failure to Pay Licensing Fees

4. Under the 2016 Licensing Agreement, Crown Garland and Williams were required to pay Plaintiff a licensing fee of \$300.00 per contestant within thirty days following the 2018 National Pageant. (Ex. D, ¶ II(i).)

5. Crown Garland and Williams issued a Program Book during the 2018 National Pageant, which lists 210 contestants in the divisions covered by the 2006 Licensing Agreement.

6. Based on the foregoing, Crown Garland and Williams were required to pay \$63,000.00 to Mrs. USNP in licensing fees on or before August 6, 2018.

7. To date Crown Garland and Williams have failed to remit any payment to Mrs. USNP for licensing fees under the 2016 Licensing Agreement in connection with the 2018 National Pageant.

Additional Damages

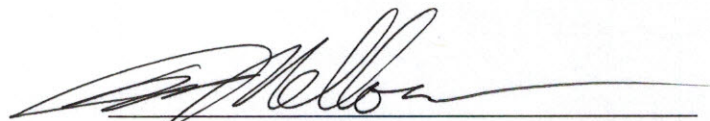
8. In addition to the unpaid licensing fees, Mrs. USNP has sustained damages including without limitation the following, plus interest thereon and attorney’s fees, which

Mrs. USNP intends to prove during an inquest on damages following entry of partial summary judgment in this action.

- a. Lost revenue for Defaulting State Directors in unpaid licensing fees of \$9,000 per year for each state, totaling \$136,500.00.
- b. For each of the twelve states represented by the Defaulting Directors, there was a loss of revenue with regard to the associated titleholders, who would have each paid \$1600.00, totaling \$193,600.00.
- c. In addition to titleholders who won state-wide titles through the state system, Williams and Crown Garland selected "at large delegates" to represent states for which there were no associated State Directors or state-level pageants. Mrs. USNP lost revenue for unpaid licensing fees paid by at large delegates totaling \$270,000.00.
- d. Payments made by plaintiff for items required to be paid at the 2018 National Pageant and to replace social media, websites, and other items that defendants converted and refused to return to plaintiff, totaling \$150,584.00.
- e. Additional damages to be proven during an inquest on damages.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on December 10, 2021.



WILLIAM MELLON